

RECORDATION NO. 6448-B
JUN 23 1978-11 25 AM
INTERSTATE COMMERCE COMMISSION

70.6
FIRST SUPPLEMENTAL AGREEMENT, RECORDATION NO. 6461-A
DATED AS OF MAY 1, 1978, Filed & Recorded
BETWEEN
CHEMICAL BANK, TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY
JUN 23 1978-11 25 AM
INTERSTATE COMMERCE COMMISSION

This FIRST SUPPLEMENTAL AGREEMENT, dated as of May 1, 1978, between CHEMICAL BANK, a New York corporation, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into an Equipment Trust Agreement, dated as of December 1, 1971 (hereinafter called the Agreement), which was filed and recorded pursuant to Section 20c of the Interstate Commerce Act on January 12, 1972, and assigned Recordation Nos. 6418-A and 6461, and pursuant to which the Trustee has issued \$28,000,000 aggregate principal amount of Union Pacific Equipment Trust, Series C, Equipment Trust Certificates (hereinafter called the Trust Certificates); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed, con-

stituting a Casualty Occurrence under Section 5.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 5.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of additional Equipment under the Agreement of such Cost that the aggregate final Cost of such additional Equipment will be at least equal to the amount of Replacement Funds; and

WHEREAS, Section 9.5 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 5.3 of the Agreement, desire to execute and deliver this First Supplemental Agreement for the fore-

going purpose and such amendment will not adversely affect the interest of the holders of the Trust Certificates now outstanding, or the right, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company, as promptly as possible hereafter, will cause to be constructed and will cause to be sold, assigned, transferred and set over unto the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
20	100-ton, 4,750 cu. ft. capacity, covered hopper cars, Class CH- 100-37, Pullman Incorporated (Pullman-Standard Division), builder, to be numbered UP 78726 to UP 78745, both inclusive	\$ 35,000	\$700,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 4.4 and 5.9 of the Agreement, pay the

builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 5.1 and 5.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after December 1, 1971.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year

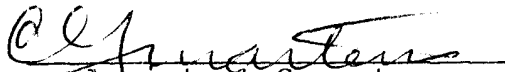
first above written.

CHEMICAL BANK,
as Trustee

[SEAL]

By 
Senior Trust Officer

ATTEST:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

[SEAL]

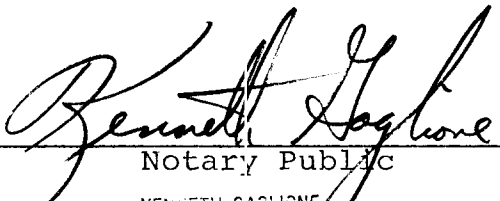
By 
Vice President-Finance

ATTEST:


Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this *16th* day of *June*, 1978, before me personally appeared *W. J. FARRELL*, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
KENNETH GAGLIONE
Notary Public, State of New York
No. 03-4621558
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1979

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this *13th* day of *June*, 1978, before me personally appeared *W. F. SURETTE*, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

KENNEDY P. JONES
[Notary Public, State of New York
No. 31711572]
Qualified in New York County
Commission Expires March 30, 1979



Notary Public